

Terms of Use for openoffice.org

{EdNote orcmid 2011-10-16T21:32Z: This is a markup of the existing openoffice.org site Terms of Use. Change marking is by use of ~~red strikethrough~~ and green underlined text for deletions and insertions, respectively. Inserted hyperlinks are in underlined blue by default. Editorial notes in this format are inserted by way of explanation and to indicate areas where review and modification may be advisable.}

{EdNote orcmid 2011-10-16T21:32Z: INTENTION. These Terms of Use are proposed to be used exclusively for the introduction of the OpenOffice.org web properties under the custody of the Apache OpenOffice.org podling and hosted on Apache Infrastructure while still served via the openoffice.org domains. These terms are not being proposed for anything beyond that specific purpose. In addition, the terms are kept as consistent as possible with the current ToU under Oracle hosting. This is to minimize issues around the conditions under which the existing content has been contributed, while ensuring that further contributions are compatible with Apache norms.}

{EdNote orcmid 2011-10-16T21:32Z: REGARDING NOTICES IN MARKUP - There are no invisible notices in this proposed ToU or on any web properties rehosted under these ToU. That is, there are no comments in the [X]HTML Markup that assert licenses in any manner. This is, as far as we know, inappropriate to the extent that all of the materials will be transpositions and derivatives of previously contributed material with non-specific licensing. To the extent that previous contributors will not desire for their material to be hosted by Apache, even though served via the openoffice.org domains and under comparable ToU, it will be necessary to honor those desires as part of IP clearance during incubation of the re-hosted site.}

1. INTRODUCTION. This Site and its contents are made available by The Apache Software Foundation ("ASF"). ~~Oracle America, Inc. for and on behalf of itself and its subsidiaries and affiliates under common control ("Oracle")~~. These Terms of Use apply to everyone who Uses this Site (as defined below), ~~or who participates in any projects hosted on this Site~~. PLEASE READ THESE TERMS CAREFULLY FIRST. BY USING THE SITE ~~OR PARTICIPATING IN ANY PROJECTS~~, YOU ACKNOWLEDGE THAT YOU HAVE READ THE TERMS AND AGREE TO THEM. IF YOU DO NOT WISH TO BE BOUND BY THE TERMS, THEN DO NOT USE THE SITE ~~OR PARTICIPATE IN ANY PROJECTS HOSTED ON THIS SITE~~.

{EdNote orcmid 2011-10-16T21:32Z: The "Project" language is eliminated. This ToU is proposed to apply uniformly to all content and submissions under Apache custody of the openoffice.org-served web properties, making any special attention to projects unnecessary.}

2. DEFINITIONS. As used here:

- a. "Host" means ASF~~Oracle~~.
- b. "Materials" means source code, code samples, object code, technical materials, documentation, discussion thread postings, weblogs, wikis, data, and any other content, information or technology available on the Site.

~~e. "Project" means a project hosted on the Site.~~

~~cd. "Site" means the collection of web pages and other Materials that are accessible at the openoffice.org Internet domain and any of its subdomains. can be accessed via this website, as well as any successor web pages or other technology as may be designated by the Host.~~

~~de. "Submissions" means any Materials submitted to the Site, including all Projects.~~

~~ef. "Terms" means these Terms of Use.~~

~~fg. "Use" and its variants are meant in their broadest sense, including, but not limited to, the acts of using, accessing, receiving, browsing, downloading from, and uploading to. A "User" is a person or entity who Uses the Site.~~

~~gh. "You" means you personally, as well as the person or entity on whose behalf you are Using the Site.~~

3. ACCESS TO THE SITE AND THINGS YOU FIND HERE. This section refers to the Materials found on the Site, as defined above.

a. **Other Licenses/Terms.** Some of the Materials may be accompanied by their own licenses or terms of use. With respect to Your rights in and obligations regarding such Materials, and to the extent there is a conflict, those licenses or terms of use take precedence over these Terms, and you agree to be bound accordingly. With respect to any other matters, including but not limited to Your Use of this Site, submission of Materials hereto, and obligations to the Host, these Terms take precedence over any conflicting terms.

{EdNote orcmid 2011-10-16T21:32Z: Provision 3a is retained intact so long as there are any materials still retained here that carry their own copyright and/or license notices. However, under Terms, there will be no further acceptance of materials by other than under these Terms. In the course of incubation, there will be an effort to supplant materials that are under licenses not compatible with distribution under an Apache license.}

b. **Use at Your Own Risk.** You understand that the Host does not pre-screen Materials, and You agree to assume all risks in Using them. These risks include, but are not limited to, errors, viruses, worms, time-limited software that expires without notice, and the possibility that the Materials infringe or misappropriate the intellectual property rights of others. You agree to assume all such risks.

c. **Don't Blame the Messenger.** You understand that Materials may contain the opinions of others and You do not hold the Host responsible for such opinions.

d. **Copyright Infringement.** If You believe that any Materials infringe Your copyrights, please follow the procedure set forth at **{EdNote: SUBSTITUTE APACHE INFRINGEMENT NOTIFICATION URL HERE}** <http://www.oracle.com/us/legal/copyright/index.html>.

e. **Management of Materials and Access.** You agree that the Host has sole discretion in deciding whether to accept and post Materials, and that the Host may delete Materials for any reason (including no reason) whatsoever. You understand that access to the Site may be limited for technical reasons, that outages may occur, and that the Host has no obligation to store or back up any Materials. You agree that the Host has the right to restrict or terminate, in their sole

discretion, access to the Site for any reason, including their belief that a User has violated these Terms.

f. **Links to Other Sites.** You understand that this Site may provide links to other sites or content that ~~are~~is not hosted or managed by the Host, and you agree that the Host has no control over, responsibility or liability whatsoever relating to any such sites or content, including Your Use of them.

4. THINGS YOU SUBMIT TO THE SITE. This Site offers many opportunities for You to contribute Materials to the on this site. In addition to the other terms found here, the following terms apply to any Submissions made by You ("Your Submissions").

a. **You Take Responsibility for Your Submissions.** You warrant that You have all rights needed to provide Your Submissions to the Host for posting to the Site in accordance with the Terms and to grant the licenses set forth in sections 4.b and 4.c. You agree that You will make all reasonable efforts to ensure that Your Submissions: (i) do not infringe, misappropriate or violate the intellectual property rights or privacy interests of others; (ii) are not confidential or trade secret information, or subject to anyone's privacy interests; (iii) are not inaccurate, harmful, obscene, pornographic, defamatory, racist, or otherwise objectionable to a reasonable User; and (iv) do not violate any law, ordinance, or regulation of any country, state or locality. **YOU AGREE THAT YOU, AND NOT THE HOST, ARE FULLY RESPONSIBLE FOR YOUR SUBMISSIONS AND THAT YOU, AND NOT THE HOST, ARE LIABLE FOR ANY AND ALL CLAIMS ARISING OUT OF THEM.**

b. **Source Code Submissions.** You agree that any source code You contribute ~~to a Project~~ will be submitted under, and subject to, ~~the license posted for that Project. If no license is posted, You agree that Your Submission will be governed by~~ the Apache License, Version 2.0, which terms can be found at <http://www.apache.org/licenses/http://opensource.org/licenses/apache2.0.php>. You acknowledge that You are responsible for including all applicable copyright notices and licenses with Your Submissions, and that You assume the risks of failing to do so, ~~including the potential loss of Your rights to Your Submissions.~~

c. **Other Submissions.** (This Section 4.c applies to all Submissions other than source code ~~contributed to a Project~~, which is governed by the preceding section.) The Host does not claim ownership of Your Submissions. However, in order to fulfill the purposes of this Site, You must give the Host and all Users the right to post, access, evaluate, discuss, and refine Your Submissions. In legalese: **You hereby grant to the Host and all Users a royalty-free, perpetual, irrevocable, worldwide, non-exclusive and fully sub-licensable right and license under Your intellectual property rights to reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, display and use Your Submissions (in whole or part) and to incorporate them in other works in any form, media, or technology now known or later developed, all subject to the obligation to retain any copyright notices included in Your Submissions. All Users, the Host, and their sublicensees are responsible for any modifications they make to the Submissions of others.**

~~d. **Private Projects.** With respect to a Project that is designated as "Private," the preceding license for "Other Submissions" is limited to Users who have access to the Project, and such rights may only be sublicensed to other Users with authorized access to the Project.~~

~~e. **Other Licenses/Terms.** Some Projects are governed by their own terms regarding Submissions and may require You to sign agreements (such as an Oracle Contributor Agreement) assigning and/or licensing Your rights in Your Submissions. In all such cases, and to the extent there is a conflict, the terms of those Projects and agreements take precedence over these Terms.~~

{EdNote: orcmid 2011-10-16T21:32Z: Private Projects do not belong on this site, and submissions under different terms are not allowed any longer.}

df. Privacy. You consent to the collection, processing and storage by the Host of any personal information provided by You in accordance with the terms of [the Host's Oracle's Privacy Policy](#), which is available at **{EdNote: SUBSTITUTE APACHE PRIVACY POLICY URL HERE}**<http://www.oracle.com/html/privacy.html>. You agree to comply with all applicable laws and regulations, and the terms of [the Host's Oracle's Privacy Policy](#), with respect to any use by You of any personal information in connection with this Site.

5. MISCELLANEOUS.

a. **Disclaimer of Warranties.** YOUR USE OF THE SITE IS AT YOUR SOLE RISK. THE SITE, INCLUDING ALL MATERIALS FOUND ON IT, IS PROVIDED ON AN "AS IS," "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS. THE HOST DISCLAIMS ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES OF ANY KIND, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. THE HOST MAKES NO REPRESENTATIONS, WARRANTIES, CONDITIONS OR GUARANTEES AS TO THE USEFULNESS QUALITY, SUITABILITY, TRUTH, ACCURACY OR COMPLETENESS OF THE SITE. YOU AGREE TO ASSUME ALL RISK OF LOSS OR LIABILITY FOR THE USE OF THIS SITE OR ANY MATERIALS ON IT.

b. **Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY LAW, THE HOST IS NOT LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, PROFITS, GOODWILL, USE, DATA, ELECTRONICALLY TRANSMITTED ORDERS, OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF OR IN CONNECTION WITH THE SITE OR MATERIALS, EVEN IF THE HOST HAS PREVIOUSLY BEEN ADVISED OF, OR REASONABLY COULD HAVE FORESEEN, THE POSSIBILITY OF SUCH DAMAGES, HOWEVER THEY ARISE, WHETHER IN BREACH OF CONTRACT OR IN TORT (INCLUDING NEGLIGENCE). TO THE EXTENT THAT ANY JURISDICTION DOES NOT ALLOW THE EXCLUSION OR LIMITATION OF DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, PORTIONS OF THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY.

c. **Trademarks.** All logos and trademarks contained on this Site are and remain the property of their respective owners. No licenses or other rights in or to such logos and/or trademarks are granted to You by these Terms.

d. **Changes to Terms.** These Terms may be changed or updated by the Host without notice.

e. **Export Compliance.** You agree that U.S. export control laws and other applicable export and import laws govern your Submissions and use of the Site, Materials and Submissions, including technical data; ~~additional information can be found on Oracle's Global Trade Compliance web site (<http://www.oracle.com/products/export>).~~ You agree that neither the Materials and Submissions nor any direct product thereof will be exported, directly, or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation.

f. **Governing Law.** These Terms of Use are governed by the substantive and procedural laws of California. ~~You and Oracle agree to submit to the exclusive jurisdiction of, and venue in, the courts of San Francisco or Santa Clara counties in California in any dispute arising out of or relating to these Terms of Use.~~

{EdNote orcmid 2011-10-16T21:32: It would be valuable to remove 5f altogether. I am not sure how to work with 5e in terms of the Internet either, but I suspect it is required. If 5f is retained, we probably need to be more clear about what the jurisdiction is.}

g. **General.** You agree that these Terms of Use are the complete agreement for the Site, Materials and Submissions, and these Terms of Use supersedes all prior or contemporaneous agreements or representations. If any term of these Terms of Use is found to be invalid or unenforceable, the remaining provisions will remain effective.